



RFQ No. W912DW-04-Q-0042

**US Army Corps
of Engineers®**
Seattle District

Project: POWER LINE REPAIR

**Location: CAMP BONNEVILLE
CLARK COUNTY, WASHINGTON**

**CONSTRUCTION
AND STATEMENT OF WORK**

**Closing Date: 26 JANUARY 2004
Closing Time: 09:00 AM LOCAL TIME**

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.

Section Supplies or Services and Price

INSTRUCTIONS

1. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: POWER LINE REPAIRS
 CAMP BONNEVILLE
 CLARK COUNTY, WASHINGTON

Request for Quote No. W912DW-04-Q-0042

CLOSING DATE AND TIME: 26 JANUARY 2004, 09:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

2. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at www.acq.osd.mil/ec.

3. **ELECTRONIC FUNDS TRANSFER (EFT):** Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

4. Site visit is scheduled for 10:00 AM Friday 23 January 2004 at Camp Bonneville, Clark County, Washington. POC for site visit is Mel Latham at 206-764-6757 or 253-966-4361 or Cell Phone 253-678-0836. Drawings will be available at the site visit. It is strongly recommended that all bidders attend the site visit.
5. Award shall be made to the responsive and responsible offer with the lowest offer.
6. Please provide the following **required** information:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

CCR Cage Code Number _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

Phone & Fax Numbers: _____

Sales Rep's E-Mail Address: _____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time..

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EMERGENCY REPAIRS CAMP BONNEVILLE FFP PROVIDE ALL LABOR, MATERIALS AND SUPPLIES TO PERFORM THE NECESSARY REPAIRS IN ACCORDANCE WITH THE STATEMENT OF WORK DATED DECEMBER 22, 2003 INCORPORATED HEREIN. WAGE DETERMINATION NO. WA030005 REV 0 DATED 06/13/2003 IS APPLICABLE TO THIS ACTION. PURCHASE REQUEST NUMBER: W68MD9-4009-7635	1	Lump Sum		
				NET AMT	<hr/>

FOB: Destination

Section DD1155 - Continuation Sheet

SOW

SECTION 01000

STATEMENT OF WORK

Power Line Repairs
Camp Bonneville, Clark County, Washington

SPT67-04-D-ML03

December 22, 2003

1. Description of work: The contractor shall provide all management, labor, tools, supplies and equipment necessary to repair high-voltage power lines as specified in this Statement of Work, at Camp Bonneville, Clark County, Washington.

SCOPE:**0001: Repair primary Power Lines / Restore Power.**

1.1.1. Clear limbs and storm debris from power lines at Camp Bonneville.

1.1.2. Sections of line between poles 4 and 6, and 22 to 26 require repair. Demo sections of power lines that are down and damaged from falling tree material.

1.1.3. Replace broken cross-arm at pole 23 and insulators required for new wire. (Contractor shall assume three cross arms and 12 insulators are damaged and require replacement)

1.1.4. Re-conductor damaged sections. Contractor shall verify conductor size.

1.1.5. Dispose of all demo material off post.

2. Location of Work. All work is within the confines of Camp Bonneville, Clark County, Washington. The Military Reservation may be found in the Thomas Brothers Guide of the Pacific Northwest (2003 edition) on page 193, grid B5 north east of Vancouver Washington.

3. Drawings. The latest drawings will be available at the scheduled site visit.

4. Access to site/ Identification of Contractor's Employees: An employee who requires access to Camp Bonneville to perform work under this contract shall wear a contractor issued identification badge or uniform.

4.1. Contractor Access. Camp Bonneville is a closed post. Contractor must check in at the Post Headquarters upon arrival for work and check out at close of work daily. Post Headquarters is located in Building 4398, ¼ mile from the main gate in the first group of buildings on the left side of Pluss Road.

4.2. Compliance with Rules, Regulations, and Statutes: All contractor employees shall observe and comply with all applicable local, State, and Federal rules, regulations, and statutes including those concerning fire, safety, sanitation, security, vehicle safety, and hazardous material handling.

4.3. Firearms. Contractor personnel while performing work under this contract shall carry no firearms.

5. Utility Outages. N/A.

6. Protection of Government Property. In addition to the requirements of the contract clauses, the contractor shall protect all Government property within the work areas, except for such property required to be demolished.

7. Staging Area: No building will be available for the Contractor's use on Camp Bonneville. Contractor may use space available as directed by Camp Bonneville Maintenance Lead for temporary staging of material and equipment for this project.

7.1. The area utilized shall be returned at the termination of this contract in the same condition as existed at the time of entering into the contract, fair wear and tear accepted.

7.2. Condition of the Contractor's Facilities and/or Storage Site:

7.2.1 The Contractor's facilities and storage site shall be neat, clean and orderly at all times. There shall be no trash, debris or other objectionable material within the Contractor's area except in dumpsters or other manufactured receptacles used for disposal purposes. Materials shall be sorted, stacked in neat piles and separated. Equipment and vehicles shall be located in one area of the site. Dumpsters and other receptacles shall not be filled to overflowing and shall be located in the most inconspicuous area of the site visible from main roads.

7.2.2 All facilities, equipment and vehicles shall be in proper repair and usable. Any rusted, broken, torn, bent or otherwise objectionable facilities, equipment, material, dumpsters or vehicles shall be immediately removed from the Contractor's site. Only normal operator maintenance will be allowed on contractor's vehicles on site.

8. Availability of Utility Services.

8.1. Water: N/A.

8.2. Electricity: N/A.

8.3. Sanitary Provisions: Contractor shall provide sanitary accommodations for use of the employees as may be necessary and shall maintain accommodations approved by the Project Lead. Accommodations shall comply with the requirements and regulations of the State Health Department, County Sanitation or other authorities having jurisdiction.

8.4. Disposal of Solid Waste and Refuse: All construction debris, solid waste and refuse shall be disposed of at a location off Camp Bonneville.

9. Submittal. All items below or required per the contract specifications shall be submitted for review or approval as indicated. Any proposed deviations to design shall be submitted for approval prior to installation. ENG Form 4025 shall accompany all submittals.

9.1. Work Plan including Safety (GA). The Contractor shall prepare an accident prevention plan according to the USACE Safety and Health Requirements Manual (EM 385-1-1) available online at <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>.

10. Performance Period: The Contractor shall commence work within seven calendar days after the notice to proceed. The contractor shall meet with the Project Lead before beginning work to insure that work schedule and planning meet installation requirements. All work shall be completed within 14 calendar days of notice to proceed.

11. Points of Contact.

11.1 All correspondence related to this project shall be directed to:

U.S. Army Corps of Engineers
Small Projects Office
P.O. Box 92146
Tillicum, WA. 98492-0146
ATTN: Nilo Bonifacio
Nilo.M.Bonifacio@nws02.usace.army.mil

11.2. Project Lead and QA.

Mel C. Latham
Seattle District, Small Projects Team
Seattle: 206.764.6757
Ft Lewis: 253.966.4361
Cell: 253.678.0836
Mel.C.Latham@NWS02.usace.army.mil

12. Qualifications of personnel: All electrical work shall be performed by licensed and bonded high voltage electricians as required by RCW 19.28, Laws, Rules & Regulations For Installing Electric Wires & Equipment.

13. Specifications, High Voltage Electrical (aerial):

13.1. Standard Product: Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

13.2. Conductors, Connectors, and Splices.

13.2.1. Aluminum-conductor-steel-reinforced, ACSR, shall comply with ASTM B 232.

13.2.2. Connectors and splices shall be of copper alloys for copper conductors, aluminum alloys for aluminum-composition conductors, and a type designed to minimize galvanic corrosion for copper to aluminum-composition conductors. Aluminum-composition and aluminum-composition to copper shall comply with UL 486B, and copper-to-copper shall comply with UL 486A.

13.2.3. Bare medium-voltage line conductors shall be all-aluminum-conductor, AAC; all-aluminum-alloy-conductor, AAAC; aluminum-conductor-steel-reinforced, ACSR; or hard-drawn-copper, CU as indicated. Conductor types shall not be mixed on any project, unless specifically indicated. Conductors larger than No. 2 AWG shall be stranded.

13.2.4. Insulators shall comply with NEMA HV 2 for general requirements. Suspension insulators shall be used at corners, angles, dead-ends, other areas where line insulators do not provide adequate strength, and as indicated. Mechanical strength of suspension insulators and hardware shall exceed the rated breaking strength of the attached conductors.

13.2.5. Crossarms dimension shall match those requiring replacement. Crossarms shall be machined, chamfered, trimmed, and bored for stud and boltholes before pressure treatment. Factory drilling shall be provided for pole and brace mounting, for four pin or four vertical line-post insulators, and for four suspension insulators, except where otherwise indicated or required. Drilling shall provide required climbing space and wire clearances. Crossarms shall be straight and free of twists to within 1/10 inch per foot of length. Bend or twist shall be in one direction only.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-17	Labor Standards for Construction Work--Facilities Contracts	FEB 1988
52.222-26	Equal Opportunity	APR 2002
52.223-6	Drug-Free Workplace	MAY 2001
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes --Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-13	Failure To Perform	APR 1984

52.249-14	Excusable Delays	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.217-7015	Safety and Health	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237130**.

(2) The small business size standard is **\$12.0 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established

pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 - 100 | <input type="checkbox"/> \$1,000,001 - \$2 million |
| <input type="checkbox"/> 101 - 250 | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500 | <input type="checkbox"/> \$3,500,001 - \$5 million |
| <input type="checkbox"/> 501 - 750 | <input type="checkbox"/> \$5,000,001 - \$10 million |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(End of provision)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation

systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

- (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 100 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

WAGE DETERMINATION

General Decision Number: WA030005 06/13/2003

General Decision Number: WA030005 06/13/2003

Superseded General Decision No. WA020005

State: Washington

Construction Type:
BUILDING

County(ies):
CLARK

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
CLARK

BRWA0001I 06/01/2002

	Rates	Fringes
BRICKLAYERS	26.62	10.10

CARP0003N 06/01/2002

	Rates	Fringes
SEE ZONE DESCRIPTION FOR CITIES BASE POINTS		

CARPENTERS:

ZONE 1:

CARPENTERS	27.37	8.80
DRYWALL, ACOUSTICAL & LATHERS	27.37	8.80
FLOOR LAYERS & FLOOR FINISHERS		
(the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed; INSULATORS (fiberglass and similar irritating material)		
	27.52	8.80
MILLWRIGHTS	27.87	8.80
PILEDIVERS	27.87	8.80
DIVERS	65.05	8.80
DIVERS TENDERS	29.91	8.80

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85

Zone 3 - 1.25

Zone 4 - 1.70

Zone 5 - 2.00

Zone 6 - 3.00

BASEPOINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned

cities.

ZONE 5: Projects located more than 60 miles and less than 70

miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

ELEC0048B 01/01/2003

	Rates	Fringes
ELECTRICIANS	31.00	3%+11.83
CABLE SPLICERS	31.25	3%+11.83

ELEC0048G 01/01/2003

	Rates	Fringes
COMMUNICATIONS AND SYSTEMS TECHNICIAN	25.15	9.30

SCOPE OF WORK FOR TECHNICIAN

Includes the installation, testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

WORK EXCLUDED

Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.

Energy management systems.

SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope).

Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
 2. The conductors for the fire alarm system are installed in conduit.
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LABO0335B 06/01/2002

	Rates	Fringes
ZONE 1:		

LABORERS:

GROUP 1	23.43	6.15
GROUP 2	23.94	6.15
GROUP 3	24.33	6.15
GROUP 4	24.66	6.15
GROUP 5	21.26	6.15
GROUP 6	19.16	6.15
GROUP 7	16.40	6.15

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing-concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Guard Rail, Median Rail, Reference Post, Guide Post, Right-of-way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including **electrical**); Pittsburgh Chipper Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Laborer; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man-Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean up-nozzleman-Green cutter (concrete, rock, etc.); Concrete Laborer; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Guniting Nozzleman Tender; Guniting or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Pipe Doping & Wrapping; Tool Operators (includes but not limited to: Dry pack machine, Jackhammer, Chipping guns, Paving breakers); Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bull gang (Underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks cat drills, wagon drills, rubber-mounted drills, and other similar types; Concrete Saw Operator; Guniting Nozzleman; High scalers, strippers and drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Power Saw Operators

(Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (dry);
Sewer Timberman; Track Liners; Anchor Machines; Ballast
Regulators; Multiple Tampers; Power Jacks; Tugger Operator;
Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator;
Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls);
Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (Tunnel)
applicable when assigned to move, set up, align laser beam;
Miner-Tunnel; Motorman-dinky Locomotive-Tunnel; Powderman-Tunnel;
Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping and Planting Laborers

ZONE DIFFERENTIAL (Add to Zone 1 Rates):

ZONE 2 - \$0.65

ZONE 3 - 1.15

ZONE 4 - 1.70

ZONE 5 - 2.75

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

LABO0335J 06/01/2002

	Rates	Fringes
HOD CARRIERS	25.04	6.15

PAIN0740B 07/01/2002

	Rates	Fringes
GLAZIERS	27.35	8.24

PAIN1236D 09/01/2002

	Rates	Fringes
LINOLEUM, CARPET AND SOFT TILE APPLICATORS	23.61	7.05

PLAS0082B 06/01/2002

	Rates	Fringes
PLASTERERS	25.64	7.13

PLAS0555C 06/01/2002

	Rates	Fringes
ZONE 1:		
CEMENT MASONS	24.24	9.70
COMPOSITION WORKERS AND		

POWER MACHINERY OPERATORS	24.68	9.70
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	24.68	9.70
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	25.13	9.70

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD,
PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

PLUM0082B 08/01/2002

	Rates	Fringes
NORTHERN TIP INCLUDING WOODLAND		

PLUMBERS AND PIPEFITTERS	29.60	11.62
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PLUM0290L 10/01/2002

	Rates	Fringes
EXCLUDING NORTHERN TIP INCLUDING CITY OF WOODLAND		

PLUMBERS	31.73	12.93
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SHEE0016C 11/01/2002

	Rates	Fringes
SHEET METAL WORKERS	29.23	11.39

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION